

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ODESZA LLC,

Plaintiff,

v.

The Partnerships and Unincorporated
Associations Identified on Schedule A,

Defendants.

Case No. 23-cv-00577

Judge Mary M. Rowland

Magistrate Judge Jeffrey T. Gilbert

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff ODESZA LLC (“Plaintiff” or “ODESZA”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and ODESZA having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);



This Court having entered a preliminary injunction; ODESZA having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, ODESZA has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of ODESZA's federally registered trademarks (the "ODESZA Trademarks") to residents of Illinois. In this case, ODESZA has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the ODESZA Trademarks. *See* Docket No. [13], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the ODESZA Trademarks.

A list of the ODESZA Trademarks is included in the below chart.

TRADEMARK REGISTRATIONS			
REG. NO.	MARK	CLASS(ES) OF GOODS & SERVICES	REG. DATE
4,920,462	ODESZA	IC 009. Audio and video recordings featuring music and artistic performances; downloadable musical and video recordings.	March 22, 2016
		IC025. Clothing, namely, T-shirts	
		IC041. Entertainment services in the nature of live musical performances.	

REG. NO.	MARK	CLASS(ES) OF GOODS & SERVICES	REG. DATE
5,364,856		IC 009. Audio and video recordings featuring music and artistic performances; downloadable musical and video recordings. IC 041. Entertainment services in the nature of live musical performances.	December 26, 2017
5,364,857		IC025. Clothing, namely, T-shirts and hats.	December 26, 2017

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that ODESZA's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the ODESZA Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine ODESZA product or not authorized by ODESZA to be sold in connection with the ODESZA Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ODESZA product or any other product produced by ODESZA, that is not ODESZA's

- or not produced under the authorization, control, or supervision of ODESZA and approved by ODESZA for sale under the ODESZA Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of ODESZA, or are sponsored by, approved by, or otherwise connected with ODESZA; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for ODESZA, nor authorized by ODESZA to be sold or offered for sale, and which bear any of ODESZA's trademarks, including the ODESZA Trademarks, or any reproductions, counterfeit copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as AliExpress and Alibaba, (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the ODESZA-Trademarks; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the ODESZA

Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine ODESZA product or not authorized by ODESZA to be sold in connection with the ODESZA Trademarks.

3. Upon ODESZA's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the ODESZA Trademarks.
4. Pursuant to 15 U.S.C. § 1117(c)(2), ODESZA is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000.00) for willful use of counterfeit the ODESZA Trademarks on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Payoneer, Inc. ("Payoneer"), Alipay, Alibaba, and Ant Financial Services Group ("Ant Financial"), shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds or other of Defaulting Defendants' assets.
6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Payoneer, Alipay, Alibaba, and Ant Financial, are hereby released to ODESZA as partial payment of the above-identified

damages, and Third Party Providers are ordered to release to ODESZA the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until ODESZA has recovered full payment of monies owed to it by any Defaulting Defendant, ODESZA shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that ODESZA identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, ODESZA may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified by the Defaulting Defendants and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by ODESZA is hereby released to ODESZA or its counsel, Sullivan & Carter, LLP. The Clerk of the Court is directed to return the surety-bond previously deposited with the Clerk of the Court to ODESZA or its counsel.

This is a Default Judgment.

Dated: April 18, 2023



Judge Mary M. Rowland
United States District Judge

**IN THE UNITED STATES DISTRICT COURT
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ODESZA LLC,

PLAINTIFF,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No. 23-cv-00577

JUDGE MARY M. ROWLAND

MAGISTRATE JUDGE JEFFREY T. GILBERT

SCHEDULE A

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Shinelu Store	aliexpress.com/store/1102171728
2	Shop1100391814 Store	aliexpress.com/store/1100391814
3	Shop1102064132 Store	aliexpress.com/store/1102064132
4	Shop1102312068 Store	aliexpress.com/store/1102312068
5	Shop1102313282 Store	aliexpress.com/store/1102313282
6	Shop1102346085 Store	aliexpress.com/store/1102346085